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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ARMSTRONG WORLD INDUSTRIES,
INC., *et al.*,

Debtors.

Superfund Records Center

SITE: Palmer Park

Chapter 11

BREAK: 10:00

Case No. 00-4471 (JKF)

OTHER: 2/2/00

(Jointly Administered)

**LIBERTY MUTUAL INSURANCE COMPANY'S FIRST REQUEST
FOR PRODUCTION OF DOCUMENTS TO ARMSTRONG WORLD
INDUSTRIES, INC. RELATING TO THE JOINT MOTION FOR
ORDER APPROVING SETTLEMENT AND OTHER RELIEF**

Liberty Mutual Insurance Company ("Liberty Mutual"), by and through its undersigned counsel, pursuant to Rule 34 of the Federal Rules of Civil Procedure, made applicable herein by Rule 7034 of the Federal Rules of Bankruptcy Procedure, hereby propounds this First Request for Production of Documents (the "Request for Production of Documents") to Armstrong World Industries, Inc. ("Armstrong" or "AWI" or "Debtor") to be responded to in accordance with said rules, and the Definitions and Instructions herein which follow the list of categories of Documents To Be Produced. The documents requested herein are to be produced on May 26, 2005 at 10:00 a.m. at the offices of Sonnenschein Nath & Rosenthal LLP, 1301 K Street, N.W., Suite 600, East Tower, Washington, D.C. 20005. This Request For Production of Documents relates to the Joint Motion for Order (I) Approving Settlement Agreement Between Armstrong World Industries, Inc. and the United States Environmental Protection Agency and (II) Approving the Assumption of the Malvern Consent Decree Agreements (the "Joint Motion") and related Settlement Agreement dated January 25, 2005, a copy of which is annexed to the Joint Motion as Exhibit A (the "EPA Settlement Agreement").

I. DOCUMENTS TO BE PRODUCED

REQUEST NO. 1:

All documents reflecting, referring or relating to the EPA Settlement Agreement, including, without limitation, all drafts thereof.

REQUEST NO. 2:

All documents reflecting, referring or relating to that certain proof of claim number 4724 filed against AWI's estate by the United States on behalf of the United States Environmental Protection Agency (the "EPA") as alleged in paragraph 4 of the Joint Motion (the "EPA Proof of Claim"), including, without limitation, all communications at any time with persons now parties to the EPA Settlement Agreement which refer to such EPA Proof of Claim.

REQUEST NO. 3:

All documents reflecting, referring or relating to any liabilities of AWI relating to any of the Insurance Sites (as that term is used in the Joint Motion), including, without limitation, all communications with persons not parties to the EPA Settlement Agreement (including, without limitation, other potentially responsible parties; owners and lessees of real property contiguous to or otherwise actually or allegedly affected by the contamination at each of the Insurance Sites; bankers; auditors; credit rating agencies; real estate brokers; suppliers; customers; securities analysts; federal, state, county and municipal environmental regulatory authorities and tax authorities) which describe or purport to describe the nature and extent of such liabilities.

REQUEST NO. 4:

All documents reflecting, referring or relating to the “extensive analyses and presentations by environmental and legal professionals on both sides” alleged in paragraph 19 of the Joint Motion.

REQUEST NO. 5:

All documents reflecting, referring or relating to the “extensive, good faith, arm’s length negotiations, which have taken over three years and have encompassed a detailed examination by AWI and EPA of the claims asserted and/or threatened by the United States” alleged in paragraph 22 of the Joint Motion, including, without limitation, the “negotiations between AWI and the EPA toward a ‘global’ resolution of AWI’s prepetition environmental liabilities” (as alleged in paragraph 7 of the Joint Motion) and the “protracted, arm’s length negotiations by experienced counsel” (as alleged in paragraph 24 of the Joint Motion).

REQUEST NO. 6:

All documents which were provided to the EPA at any time during the course of the “negotiations” referenced in paragraphs 7, 22 and 24 of the Joint Motion which reflect, refer or relate to contracts of insurance, including, without limitation, all documents reflecting, referring or relating to contracts of insurance as to which AWI is a named insured, additional insured or otherwise a beneficiary.

REQUEST NO. 7:

All documents reflecting, referring or relating to the source, nature, characterization, and/or extent of the contamination at each of the Insurance Sites, including, without limitation, any reports, studies or data compilations or summaries of

any kind prepared by any consultants and/or any personnel of the EPA or any other federal, state, county or municipal agency or instrumentality charged with protection of the environment (including, without limitation, any geologists, hydrologists, chemists, environmental engineers, structural engineers, and toxicologists).

REQUEST NO. 8:

All documents reflecting, referring or relating to AWI having performed, performing, or performing in the future any removal, investigative or remedial work of any kind at any of the Insurance Sites, including, without limitation, all documents reflecting, referring or relating to any efforts to compel AWI to perform such work.

REQUEST NO. 9:

All documents reflecting, referring or relating to costs incurred or to be incurred by the EPA in the course of responding to releases and threatened releases of hazardous substances into the environment at or from each of the Insurance Sites, including, without limitation, all documents reflecting, referring or relating to any Response Costs (as that term is used in paragraph 24 of the Joint Motion) incurred or to be incurred by the EPA relating to any of the Insurance Sites.

REQUEST NO. 10:

All documents reflecting, referring or relating to the “total past and estimated future costs of cleanup at each of the” Liquidated Sites, as alleged in paragraph 19 of the Joint Motion, including, without limitation, all final, partial, preliminary and draft remedial investigations and feasibility studies referring or relating to each of the Insurance Sites.

REQUEST NO. 11:

All documents, including, without limitation, all hazardous waste manifests, reflecting, referring or relating to the disposal of any material of any kind by AWI at any of the Insurance Sites.

REQUEST NO. 12:

All documents reflecting, referring or relating to the EPA advising AWI that the EPA believed AWI was the largest contributor by volume of waste to the Peterson/Puritan site (as that term is used in the Joint Motion), as alleged in footnote 4 of the Joint Motion, including, without limitation, all documents provided to AWI at any time by the EPA which reflected, referred or related to material disposed of at the Peterson/Puritan site.

REQUEST NO. 13:

All documents reflecting, referring or relating to the determination of “AWI’s alleged equitable allocation at each of the Liquidated Sites (i.e. the percentage of the total volume of waste that AWI was alleged to have sent to a site)” alleged in paragraph 19 of the Joint Motion.

REQUEST NO. 14:

All documents reflecting, referring or relating to the toxicity of the material disposed of at each of the Insurance Sites, including, without limitation, all documents reflecting, referring or relating to the toxicity of the material AWI disposed of at each of the Insurance Sites.

REQUEST NO. 15:

All documents reflecting, referring or relating to any claims for contribution, indemnity or other relief against AWI (other than claims asserted solely by the EPA) which reflect, refer or relate to any of the Insurance Sites.

REQUEST NO. 16:

All documents not otherwise requested herein which support the allocations referenced in paragraphs 4, 5B and 5D of the EPA Settlement Agreement.

REQUEST NO. 17:

All documents referring, referencing or relating to each of the Insurance Sites which were provided to any insurer (including, without limitation, Liberty Mutual) at any time.

REQUEST NO. 18:

All documents reflecting, referring or relating to communications with Liberty Mutual which refer or relate to any of the Insurance Sites.

REQUEST NO. 19:

All documents describing or purporting to describe any effect that the allocations referenced in paragraphs 4, 5B and 5D of the EPA Settlement Agreement might or would have on the recovery of benefits under any contract of insurance (including, without limitation, payments for indemnity or defense) from any insurer of AWI, including, without limitation, Liberty Mutual.

REQUEST NO. 20:

All documents not otherwise requested herein reflecting, referring or relating to the determination for each of the Insurance Sites of the amount of each Allowed Unsecured Claim set forth in paragraph 4 of the EPA Settlement Agreement.

REQUEST NO. 21:

All documents reflecting, referring or relating to your decision to dispose of waste at any of the Insurance Sites, including, without limitation, at Operable Unit 2 of the Peterson/Puritan site.

REQUEST NO. 22:

All documents reflecting, referring or relating to communications with the operator of any of the Insurance Sites which reflect, refer or relate to the release or discharge of pollutants or contaminants of any kind at or from any of the Insurance Sites, including, without limitation, Operable Unit 2 of the Peterson/Puritan site.

REQUEST NO. 23:

All documents reflecting, referring or relating to when you disposed of any substance (including, without limitation, products, by-products, waste, hazardous waste or hazardous substances) at any of the Insurance Sites, including, without limitation, Operable Unit 2 of the Peterson/Puritan site.

II. DEFINITIONS

1. The words "person" or "persons" as used herein means all entities including, but not limited to, all individuals, associations, companies, partnerships, proprietorships, joint ventures, corporations, trusts, estates, public agencies, departments, bureaus and boards.

2. The terms “and” and “or” shall be construed either conjunctively or disjunctively to bring within the scope of this notice any information which might otherwise be construed to be outside its scope. “Each” includes the word “every” and “every” includes the word “each.”

3. The term “communication” as used herein means every manner or means of disclosure, transfer or exchange of information, whether oral, electronic, by document or otherwise, and whether face-to-face, in a meeting, by telephone, mail, electronic mail, personal delivery or otherwise, whether or not transmitted.

4. The term “document(s)” means any writing or record of any type or description known to you, which includes without limitation every thing from which information can be obtained, perceived, or reproduced, and includes any written, recorded, electronic or graphic matter, however produced or reproduced, whether or not now in existence, and also includes the original, all file copies, all other copies no matter how prepared, and all drafts prepared in connection with such document, whether used or not, and further includes but is not limited to papers, books, records, correspondence, e-mails or other electronic transmissions, notebooks, deposition and trial transcripts, contracts, agreements, reports, studies, working papers, charts, proposals, graphs, sketches, diagrams, indexes, maps, analyses, reviews, journals, balance sheets, invoices, recordings, photographs, videotapes, computer disks, cd-roms, computer files, memoranda; microfilms, computer printouts or other computed data, minutes of meetings, diaries, calendar or desk pads, stenographers’ notes, appointment books, and other papers or materials similar to any of the foregoing, however denominated, whether or not received by you or prepared by you for your own use or transmittal. If a document

has been prepared in several copies, or additional copies have been made, and the copies are not identical (or by reason of subsequent modification or notation, are no longer identical), each non-identical copy is a separate "document."

5. "Reflecting, referring or relating to," or any part thereof, in addition to its customary and usual meaning, means discussing, constituting, mentioning, pertaining to, assessing, recording, concerning, describing, touching upon and/or summarizing.

6. The term "any" shall include the term "any and all."

7. The term "identify" and its cognates, when referring to a person, means to state the person's full name, current home address and telephone number, current business address and telephone number, occupation and position/job title. If Armstrong is unable, after earnest effort, to secure the home and/or business address and telephone number of the identified person, Armstrong shall supply the person's last known home and/or business address and telephone number, and the name and location of the person's last known employer.

8. The term "identify" and its cognates, when referring to a communication, whether oral or written, shall mean to state the date of the communication, the nature and substance of the communication, identify the person(s) participating in the communication and identify each document that refers to, reflects, or relates to the communication.

9. The singular includes the plural, and vice versa. The masculine includes the feminine and neutral genders. The past tense includes the present tense unless the clear meaning is distorted by change of tense.

10. The term “Armstrong” or “AWI” or “Debtor” or “you” or “your,” as used herein, means the debtor and debtor-in-possession in the above-captioned case and any current and former owners, directors, officers, employees, agents, representatives, predecessors, successors, and assigns of it; any persons over whom it had or has control; any persons acting or purporting to act on its behalf; and any attorneys representing or purporting to represent it.

11. The term “EPA,” as used herein, means the United States Environmental Protection Agency and any current and former directors, employees, agents, and representatives of it; any persons over whom it had or has control; any persons acting or purporting to act on its behalf; and any attorneys representing or purporting to represent it.

12. The term “Liberty Mutual,” as used herein, means Liberty Mutual Insurance Company and any current and former owners, directors, officers, employees, representatives, predecessors, successors, and assigns of it; any persons over whom it had or has control; any persons acting or purporting to act on its behalf; and any attorneys representing or purporting to represent it.

13. The term “Operable Unit 2,” as used herein, shall mean that portion of the Peterson/Puritan site (as that term is used in the Joint Motion) that is immediately south of Operable Unit 1, and consists of the (now inactive) J.M. Mills Landfill, the former Transfer Station, the debris fields, the Blackstone River and associated wetlands, an unnamed island, and areas south to the Pratt Dam.

Except as expressly set forth herein, any other terms used herein which also appear in the Joint Motion shall mean the same thing as they meant when they were used by AWI in the Joint Motion.

III. INSTRUCTIONS

1. You shall fully respond to this Request for Production of Documents, in writing, within twenty (20) days of the date that service of the Request for Production of Documents is made on you. You shall return your response to each of the undersigned counsel within such period.

2. You shall produce the requested documents as they are kept in the usual course of business, together with all files in which produced documents are kept in the usual course of business, or that you organize and label the produced documents that correspond with the subject categories listed in this request.

3. If more than one person has responsive information, then each person shall separately produce the information that is responsive to the Request for Production of Documents herein. It shall not be a basis for refusal to produce that the requesting party or any other party also possesses non-identical or identical information.

4. If any Request for Production of Documents herein cannot be complied with in full, it shall be responded to, to the extent possible, and you should explain why full compliance is not possible.

5. If a date ascribed by this discovery to a communication, meeting, or other event is inaccurate but the actual date is known to you or is otherwise apparent from the context of the request, you should produce all information which would be responsive if the date were corrected.

6. Each request shall be deemed continuing and requires amendment to the extent required by Rule 26(e) of the Federal Rules of Rules of Civil Procedure as made applicable by Rule 7026 of the Federal Rules of Bankruptcy Procedure.

7. PLEASE TAKE NOTICE that this Request for Production of Documents has been served upon you for purposes of discovery only, and should not be construed either as waiving any objections that may be made by Liberty Mutual at trial regarding the introduction of evidence on subjects covered by this Request for Production of Documents, or as an admission by Liberty Mutual of the materiality or relevance of any matters or subjects covered by this Request for Production of Documents.

8. If any request requires the production of documents for which the protection of privilege or work product is asserted, identify in writing each document and state in detail the following information:

- (1) The reason for withholding the document;
- (2) A statement of the basis for the claim of the privilege, work product, or other grounds of nondisclosure; and
- (3) A brief description of the document, including:
 - (a) The date of the document;
 - (b) Number of pages, attachments and appendices;
 - (c) The names of its author, authors or preparer and identification by employment and title of each such person;
 - (d) The name of each person who was sent, shown, or carbon copied the document or who has had access to or custody

of the document, together with an identification of each such person;

- (e) The present custodian; and
- (f) The subject matter of the document, and in the case of any document relating or referring to a meeting or conversation, identification of such meeting or conversation.

9. If any document requested has been lost, discarded or destroyed, identify such documents as completely as possible, state in detail the following information:

- (1) The type of document;
- (2) The date of the document;
- (3) The date or approximate date it was lost, discarded or destroyed;
- (4) The circumstances and manner in which it was lost, discarded or destroyed;
- (5) The reason or reasons for disposing of the document (if discarded or destroyed);
- (6) The identity of all persons authorizing or having knowledge of the circumstances surrounding disposal of the document;
- (7) The identity of the person(s) who lost, discarded or destroyed the document; and

- (8) The identity of all persons having knowledge of the contents thereof.

Dated: May ____, 2005

LIBERTY MUTUAL INSURANCE
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